



RESOLUTION No. 19-231

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION DIRECTING THE PURCHASING AGENT TO ISSUE A REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES AND PROJECT MANAGEMENT FOR THE ODYSSEY HOUSE RENOVATION PROJECT, LOCATED AT 995 HELING WAY, NEVADA CITY, CALIFORNIA

WHEREAS, Resolution 18-488 authorized execution of the Standard Agreement No. 17-CDBG-12025 between the County of Nevada and the State Department of Housing and Community Development (HCD) for Community Development Block Grant (CDBG) funds in the maximum amount of \$3,196,396, effective October 18, 2018 through July 31, 2023; and

WHEREAS, professional services to prepare design and construction documents and provide construction management for the renovation of the facility are required; and

WHEREAS, after the architectural firm has been selected based on qualifications, a budget amendment will be included in the Award of Contract Resolution funded through the Community Development Block Grant.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors directs the Purchasing Agent to issue a Request for Qualifications for Architectural Design Services and Project Management for the Odyssey House Renovation Project in a form substantially as attached hereto.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of May, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

5/28/2019 cc: Facilities*
AC*
Purchasing*

County of Nevada
IGS - Purchasing Division



Request for Qualifications
For

ARCHITECTURAL SERVICES FOR ODYSSEY HOUSE RENOVATION

May 29, 2019

SOQ Submission Deadline:
June 28, 2019, 5:00pm Pacific Time

Pre-SOQ Conference
June 11, 2019, 10:00 a.m.
at
995 Helling Way, Nevada City, CA

Proposal Submission Instructions:

1. Submit (1) one original and three (3) copies of complete proposal in a sealed package to:

US Mail, Fed Ex, UPS, etc. to:
Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

or

Hand Deliver to:
Nevada County Auditor/Controller's Office
Eric Rood Administrative Center, 2nd floor
Suite 230
950 Maidu Avenue
Nevada City, CA 95959

AND

2. Submit one (1) copy of complete proposal in PDF format to: submit.proposal@m1.nevcounty.net
Note: This email address is to be used only for proposal submission.

Table of Contents

1.	SUMMARY.....	2
2.	TENTATIVE PROJECT SCHEDULE.....	2
3.	GENERAL CONDITIONS	3
4.	BACKGROUND	5
5.	DESCRIPTION OF SERVICES REQUIRED.....	5
6.	ASSURANCE OF DESIGNATED STAFF.....	6
7.	PROPOSAL CONTENT AND FORMAT REQUIREMENTS.....	6
8.	SELECTION PROCEDURES	7
9.	INQUIRIES.....	8
	ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)	9
	ATTACHMENT B: COVER SHEET	15
	ATTACHMENT C: CDBG GENERAL TERMS AND CONDITIONS	16

1. SUMMARY

The Nevada County Purchasing Agent, on behalf of Nevada County Facilities Management, hereinafter collectively referred to as "County," is requesting Statements of Qualifications (SOQ) from all interested providers of professional architectural services to prepare design and construction drawings and project management for the renovation of a transitional residential treatment facility for severely mentally ill (SMI) adults. Nevada County was awarded a Community Development Block Grant (CDBG) through the California Department of Housing and Community Development to provide funding of this project. The term "offeror" as used herein shall refer to providers submitting a SOQ in response to this Request for Qualifications (RFQ). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFQ.

An electronic copy may be downloaded from <http://www.mynevadacounty.com/purchasing>. Potential offerors must register with the County in order to be notified of addenda and other notices. To register, please go to: <http://www.publicpurchase.com/gems/Nevadacounty.ca/buyer/public/home> for assistance registering, please call Desiree Belding, Deputy Purchasing Agent at 530-265-1557. Each proposal received in response to this RFP will be evaluated on the criteria described herein.

Each Proposal received in response to this RFQ will be evaluated on the criteria described herein. All responses must be sealed, clearly marked "SOQ – Odyssey House Renovation Design" and must include all elements described in the **PROPOSAL CONTENT AND FORMAT REQUIREMENTS** section of this RFQ. One (1) original and three (3) copies of your as well an electronic version must be submitted as directed on page 1 before the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFP. The County will not be responsible for a SOQ delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse a late submission.

A pre-proposal conference which will consist of a site visit to the subject property located at 995 Helling Way, Nevada City, CA will convene at the date and time listed in the **CONTRACT AWARD SCHEDULE**. **ATTENDANCE AT THIS PRE-PROPOSAL CONFERENCE/SITE VISIT IS REQUIRED.** Questions and answers discussed at the conference will be documented and delivered to all potential offerors who have registered as described above.

Questions or requests for clarification of this Request for Proposals may be submitted on Public Purchase no later than the date and time listed in the **CONTRACT AWARD SCHEDULE**. The County reserves the right to decline to respond to any questions.

Any amendment or addendum to this RFP is valid only if issued in writing by the County of Nevada Purchasing Division.

2. TENTATIVE PROJECT SCHEDULE

Publish RFP	May 29, 2019
Pre-proposal Conference	June 5, 2019 at 11 a.m.
Deadline for Questions	June 14, 2019 at 5:00 p.m.

Proposal Submission Deadline	June 28, 2019 at 5:00 p.m.
Interviews (Optional)	July 2, 2019
Contract Approval (tentative)	August 27, 2019
Services to Begin (tentative)	September 15, 2019

3. GENERAL CONDITIONS

- 3.1. **Prime Responsibility:** The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their SOQ(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 3.2. **Assurance:** Any contract awarded under this RFQ must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 3.3. **The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA):** Any contract awarded under this RFQ must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.
- 3.4. **Independent Contractor:** In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.
- 3.5. **Publicity Clause:** Awarded firm(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 3.6. **Non-Collusion:** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 3.7. **Protests and Appeals:** Any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Information & General Services. The protest shall be submitted in writing to the Director of Information & General Services within seven (7) business days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.
- 3.8. **Nevada County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.**
- 3.9. **Costs will not be considered in evaluating a SOQ. Any pricing information, if provided, must be enclosed in a sealed envelope and labeled "Pricing Information". Pricing information will not be opened until after the County has selected the most qualified offeror based on the criteria published herein. The County reserves the right to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation. Should the County fail to reach a contract with the selected offeror; the County will cease negotiations and begin negotiations with the next highest rated offeror from the SOQ evaluation.**

3.10. Nevada County reserves the right to:

- Request clarification of any submitted information;
- Set aside a SOQ for any irregularity including but not limited to missing information;
- Not enter into any agreement;
- Not to select any applicant;
- Amend or cancel this process at any time;
- Interview applicants prior to award and request additional information during the interview;
- Negotiate a multi-year contract or a contract with an option to extend the duration;
- Award more than one contract if it is in the best interest of the County; and/or
- Issue a similar RFQ in the future.

3.11. Qualified offerors must be prepared to enter into the County's standard Contract, a sample of which is attached as Attachment A to this RFQ. Please review the details of Attachment A carefully. By reference, it incorporates many standards, terms and conditions required as part of this RFQ. The County intends to award contracts substantially in the form of the sample agreement to the selected offeror(s). Portions of this RFQ and the offeror's SOQ may be made part of any resultant Contract and incorporated in the Contract. By submitting a SOQ in response to this RFQ, the Offeror certifies that no exceptions are taken to the form of the sample contract presented in Attachment A or to the provisions thereof, unless such exceptions are fully disclosed in Offeror's SOQ. Offerors that take exception to the County's standard terms and conditions do so at the risk that their SOQ may be declared to be nonresponsive and not considered for contract award.

3.12. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Nevada as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, Errors and Omissions insurance; and Professional Liability or Malpractice Insurance. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

3.13. Pursuant to the County's Green Procurement and Sustainable Practices Policy, each offeror is requested to use recycled products and sustainable practices whenever possible in preparing its SOQ, including using post-consumer recycled content paper and packaging products, and copying on both sides of the paper.

3.14. The County of Nevada encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.

3.15. Proprietary Information: Trade secrets or similar proprietary data that the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the proposal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. Proprietary information shall not include information that is a public record subject to disclosure under the California Public Records Act. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible. Such excision shall be subject to County review and approval.

3.16. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

4. BACKGROUND

- 4.1 The Odyssey House is a 2,964 square foot house located at 995 Helling Way, Nevada City, California, that was built in the 1970's and has been utilized by the County as a transitional residential treatment facility for SMI adults since the 1980's. There is a main house and a separate storage structure. The facility is in need of building code upgrades, operational improvements and cosmetic updating. After the remodel, the facility will continue to be used as a treatment facility.
- 4.2 The County is seeking Statements of Qualifications (SOQs) from architectural firms to prepare design and construction drawings for the renovation. This includes the following:
- Visit the site; evaluate existing facilities and become familiar with all conditions affecting the scope of work.
 - Provide design, bid services, construction administration, cost estimating, scope development, permit clearances, mitigation, and other architectural and engineering services related to the project development and construction of the project.

The County estimates that the total project cost, inclusive of all design and construction costs, will be between \$2,700,000 and \$3,000,000.

This project will be funded with a Community Development Block Grant (CDBG) award and is subject to the additional Terms and Conditions listed in Attachment C. Preliminary architectural is included in the County's 2017 CDBG application which can be reviewed at the link below.

- a. Review the Report regarding the Deficiencies and Proposed Improvements, including preliminary design, to the Odyssey House Behavior Health Facility provided at <https://www.mynevadacounty.com/DocumentCenter/View/26526/CDBG-Program-Grant-Application-2017> for a complete review of the deficiencies and improvements needed for the project. Major issues are ADA accessibility and expansion of the structure to provide for the necessary space to operate the program. In addition to the proposed improvements an examination to ensure soil stability of the construction site is adequate and should be included in your response.

- 4.3 A landscape design will be required.

5. DESCRIPTION OF SERVICES REQUIRED

- 5.1 Evaluate the property to determine existing conditions, and work with County staff to develop a project that is operational and cost effective for the operation of the facility.
- 5.2 Develop construction drawings and specifications in sufficient detail to allow for a successful Public Works competitive bidding process and construction. All specifications will be in an AIA format or equal. All design, drawings and specifications will meet all current codes as well as anticipated codes to be in effect prior to start of construction.

Retain the services of other qualified professionals (e.g., engineers) as necessary to develop the plans, specifications and construction drawings.

- 5.3 Before submission to the Building Department, after issuance of building permits and upon completion (as-built) of the renovation project, provide four complete sets of drawings, a PDF and one disk of electronic drawings compatible with AutoCAD Lt 2015 for County Facilities Management use.
- 5.4 Services during the bid process and construction shall be charged on a time and materials basis not to exceed the contractual maximum total cost. The County will not reimburse for travel, mileage or meals.

5.5 Provide a comprehensive construction cost estimate based on developed design.

6. ASSURANCE OF DESIGNATED STAFF

Proposers shall assure that the designated staff, including subcontractors, is used for the work described in this RFP. Departure of, reassignment of, or substitutions for, any member of the designated team or subcontractor(s) shall not be made without the prior written approval of the County.

7. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Each response to this RFQ shall include the information described in this section and submitted in a sealed package clearly labeled with the title of this RFP. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in loose leaf binders. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below:

7.1 Cover Sheet (Attachment B)

Provide the full legal name of the Contractor who will execute the contract. Provide all requested information concerning the firm, including: the firm's legal name, type of entity, and Federal Tax ID #. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.

7.2 TAB A: Project Approach - Describe the approach you would use in providing services for this project. Include the techniques, procedures, documents and tools you would use, and the effort, input and/or information you would need from the County. Describe how you would utilize local suppliers or contractors in performing your work.

7.3 TAB B: Qualifications of the Firm

- a) **Organization Chart** - Provide an organization chart of the proposed team, which identifies the architect/planner and each sub consultant. The chart should show the organizational structure of the team, the scope of services provided by each team member and the names of all key personnel. Include specialty sub-consultants that you would expect to use on this type of project. Also, include a brief description of experience that this team has had working together on previous projects.
- b) **Firm Description** - Provide a complete description for each firm on the Organization Chart including: name, address, telephone and facsimile numbers, and e-mail addresses of the firms; firm history and organization; numbers and types of buildings designed; philosophical approach to their profession; and current workload (number and size of projects currently underway) with a description of how the firm would meet the needs of Nevada County within its existing commitments. If the firm has more than one office, provide a general description of the overall firm with detailed information about the specific office assigned to this project.
- c) **Key Personnel** - Identify the key personnel and their backups and each sub-consultant that will be assigned to this project, including project principal, project manager, and lead designer. Include resumes and project experience of each person, with emphasis on experience with similar facilities: responsibilities, years of experience in total and with current firm, and specific projects.

7.4 TAB C: Experience & Qualifications of the Firm - Describe five (5) similar projects for which the architect/planner has successfully provided services. The descriptions should include:

1. Client name, contact person, address and telephone number
2. Project name and location
3. Project team – architect/planner and sub-consultants, and licensing information
4. Describe your role and responsibilities for each project – if performed by an individual on your team while under employment to another firm; identify the name of the firm and the individual’s dates of employment and job title while at that firm.

Litigation History - List all completed, ongoing or pending litigation or arbitration in which the architect/planner and the sub-consultants have been involved over the past 10 years including projects other than those listed above. Briefly explain the surrounding events and the outcome. Identify the other parties.

7.5 TAB D: Fiduciary responsibility – Describe how your firm will utilize the available budget to the maximum amount possible. Explain how you will stretch the funds to obtain the maximum benefit to the County. Describe any cost saving solutions your firm may seek to achieve utilizing the budget to the maximum amount. Define ways your firm will bring this project in under budget.

7.6 TAB E: Project schedule - Provide a project schedule for the anticipated scope of work.

7.7 TAB F: Exceptions – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFQ, including the Sample Personal Services Contract (**Attachment A**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County’s determination of whether it is possible to successfully negotiate a contract with your firm/individual.

7.8 Project Cost - Cost Proposals will only be requested of the “short-listed” firms (those who are invited to interview (see Evaluation Criteria). Cost Proposals must be provided in a separate sealed envelope and brought with you to the interview. If no interviews are held, the County will request a Cost Proposal from the top-ranked firm. Cost Proposals must be submitted within 2 days after written request from the County

8. SELECTION PROCEDURES

After an initial review and evaluation of each of the proposals, the offerors submitting the most highly rated proposals may be invited for interviews prior to final selection, to further elaborate on their proposals. The County reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

Proposals will be evaluated based on the following criteria:

<u>Evaluation Criteria</u>	Maximum Points Possible
A. Qualifications and Experience of firm (per Sections 7.3)	30
B. Qualifications and Experience of proposed staff including Subcontractors(per Section 7.4)	30
C. Fiduciary Responsibility and Cost Control (per Section 7.5)	15
D. Project Approach (per Section 7.2)	15
E. Project Schedule (per Section 6.6)	10
Total Possible Points:	100

If Interviews are required they will be evaluated based on the following criteria:

Interview Criteria:	Possible Points
Experience working with similarly sized agencies (Section 7.3)	30
Quality of staff proposed for project (Section 7.2)	20
Presentation of work plan and description of possible modifications (Section 7.4 & 7.5)	35
Proposed Cost (per section 7.6)	15
Total	100 points

9. INQUIRIES

Direct all inquiries regarding the RFQ process or RFQ submissions to:

Sandy Balzar, Buyer
 Nevada County Information and General Services
 950 Maidu Avenue
 Nevada City, CA 95959
 (530) 265-1692
sandy.balzar@co.nevada.ca.us

ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)
PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Contractor's Name _____

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Description of Services** _____

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** _____
(§3) **Contract Beginning Date:** 00/00/0000 **Contract Termination Date:** 00/00/0000
(§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u> X </u>	<u> </u>
(§7)	Automobile Liability		
	(\$ 300,000) Personal Auto	<u> </u>	<u> </u>
	(\$1,000,000) Business Rated	<u> </u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u> </u>
(§8)	Worker's Compensation	<u> </u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u> </u>	<u> </u>

LICENSES

Designate all required licenses:

(§14) _____

NOTICE & IDENTIFICATION

(§26) **Contractor:** **County of Nevada:**
950 Maidu Avenue
Nevada City, California 95959
Contact Person: Contact Person:
() (530) 265-
e-mail: e-mail:
Org Code:

Contractor is a: (check all that apply)
Corporation: _____ Calif., _____ Other, _____ LLC, _____ Non-profit
Partnership: _____ Calif., _____ Other, _____ LLP, _____ Limited
Person: _____ Individ., _____ DbA, _____ Ass'n, _____ Other
EDD: Independent Contractor Worksheet Required: _____ Yes _____ No
HIPAA: Schedule of Required Provisions (Exhibit D): _____ Yes _____ No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u> x </u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u> x </u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> x </u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u> x </u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6

or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its SOQ without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination**20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

ATTACHMENT B: COVER SHEET

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFQ; have read and understood all terms listed in this Statement of Qualifications; that I am authorized to bind the listed entity into this agreement; and that should this SOQ be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFQ as published by the County of Nevada, including any amendments or addenda thereto except as explicitly noted or revised in my submitted SOQ.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

ATTACHMENT C: CDBG GENERAL TERMS AND CONDITIONS**1. Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors**

The proposer certifies, by signing and submitting this proposal, that it is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

Nevada County shall not enter into any agreement, written or oral, with any contractor without the prior determination that the contractor is eligible to receive CDBG Funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

2. Compliance with State and Federal Laws and Regulations

- A. The contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to Nevada County.
- B. The contractor agrees to comply with all Federal laws and regulations applicable to the CDBG Program and to the grant activity(ies).

3. Anti-Lobbying Certification

The proposer certifies, by signing and submitting this proposal, to the best of his or her knowledge or belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

4. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

5. Equal Opportunity

- A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

During the performance of this agreement, the Grantee (Nevada County) and its contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any grant activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

B. Rehabilitation Act of 1973 and the "504 Coordinator":

The Grantee (Nevada County) and its contractor further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8, including, but not limited to, for Grantees with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

C. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance:

1. The grant activity(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).
2. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Grantee (Nevada County) and its contractor will include these Section 3 clauses in every contract and subcontract for Work in connection with the grant activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
4. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided to the grant activity(ies), binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors and its successors, to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

D. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more:

The Grantee (Nevada County) and its contractor hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee

furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

6. Federal Labor Standards Provisions

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts I, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Grantee (Nevada County) and its contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

7. Procurement

The Grantee (Nevada County) and its contractor shall comply with the procurement provisions in 24 CFR, Part 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

8. Uniform Administrative Requirements

The Grantee (Nevada County) and its contractor shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.

9. Section 3

The Grantee (Nevada County) and its contractor will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

10. Energy Efficiency

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).